

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

Case No. 20-02804-JW

Terry Wayne Strickland and Mattie Charlene
Strickland,

Chapter 12

Debtors.

CONSENT ORDER CASH COLLATERAL

The relief set forth on the following pages, for a total of 4 pages including this page, is hereby **ORDERED**.

**FILED BY THE COURT
01/11/2021**



US Bankruptcy Judge
District of South Carolina

Entered: 01/11/2021

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

Case No. 20-02804-JW

Terry Wayne Strickland and Mattie Charlene
Strickland,

Chapter 12

Debtors.

CONSENT ORDER ON CASH COLLATERAL

This matter came before the court upon the notice filed by Terry Wayne Strickland and Mattie Charlene Strickland, Debtors and Debtor-in-possession in this case (the “Debtors”), and Agrifund, LLC, d/b/a ARM (“ARM”) for approval of the transfer and payment to ARM of funds the Debtors possess that are under lien to ARM as part of a consensual cash collateral order. ARM holds claims against the Debtors’ estate, secured by liens on proceeds and payments currently held by the Debtors which were paid to Debtors under the FSA payment programs.

ARM and the Debtors now seek the Court’s authorization to transfer ARM’s cash-collateral to ARM to reduce the balance of the indebtedness due and owing to ARM on its secured claims in this case. Additionally, the parties seek approval for the Debtors’ use of cash collateral funds that were used prior to the entry of this order. The Debtors used \$3,817.83 of ARM’s cash-collateral prior to the entry of this consent. ARM is consenting to this use as a condition of the payment of the remaining \$87,702.12 that the Debtors received from the FSA. The consenting parties below assert that these funds are under lien to ARM as set out in the security agreement filed with the Court in ARM’s proof of claim

(Claim No. 16-1). The total funds received by the Debtors total \$91,519.95 and the Debtors has transferred \$87,702.12 to the Chapter 12 Trustee's trust account for safe keeping.

Additionally, ARM has requested, and the Debtors have agreed assign the payment of any 2019 and 2020 FSA payments directly to ARM should such payments be made in future years. The Debtors are expressly assigning the right of any FSA payments for the 2019 and 2020 crop years to ARM to effectuate the security agreement between ARM and the Debtors and the Debtors are authorized to execute the necessary paperwork to do so including the CCC 36 form that it commonly utilized to enforce a lien right on those payments from the FSA. The Debtors will cooperate with ARM to prepare and execute the required paperwork for any such assignment.

It appears from the Certificate of Service filed by Debtors attorney that the Notice was served upon the creditors and parties in interest entitled to service in this case, that more than fourteen (14) days have elapsed since such service, and that no objections or responses to the Notice were filed. It further appears that the above terms of the agreement are reasonable and appropriate in this case, and that the motion should be granted.

Therefore, it is

ORDERED, ADJUDGED AND DECREED that the request for approval of the above terms of agreement to allow the payment to ARM from its cash-collateral to reduce the balance of the indebtedness due and owing to ARM on its secured claims, is hereby granted pursuant to the consent of the parties and 11 U.S.C. § 105, the parties are hereby bound by the above terms of agreement, as set forth hereinabove;

It is further ORDERED, that the Debtors' use of ARM's cash-collateral of

\$3,817.83 is approved by consent of the parties to this agreement.

AND IT IS SO ORDERED.

WE SO CONSENT AND AGREE

Markham Law Firm, LLC

/s/ Sean Markham
Sean Markham I.D. # 10145
Agrifund, LLC PO Box 20074
Charleston, SC 29413-0074
Tel: (843) 284-3646
sean@markhamlawsc.com

/s/ Reid B. Smith
Reid B. Smith, Dist. Ct. ID 4200
Attorney for Debtors
1712 St. Julian Place, Suite 102
Columbia, SC 29204
(803) 779-2255
rsmith@birdsmithlaw.com